N. E. 275. The shareholder therefore has no preference upon his mortgages. His interest, if any, as an unpaid vendor, independent of the mortgages, is subject to the liens for the same reason. *Bohn Manufacturing Co.* v. *Kountze*, 30 Neb. 719, 46 N. W. 1123; *Lee* v. *Gibson*, 104 Tenn. 698, 58 S. W. 330.

MUNICIPAL CORPORATIONS — TORT LIABILITY — GOVERNMENTAL FUNCTIONS — PUBLIC ZOO. — While leaning against a coyote cage located in a park maintained by the defendant city, the plaintiff, a child of four years, was bitten and scratched by the coyote. Plaintiff sues. *Held*, that she may not recover. *Hibbard* v. *City of Wichita*, 159 Pac. 399 (Kan.).

For discussion of this case, see NOTES, p. 270.

PLEADING — AMENDMENT OF DECLARATION AFTER STATUTE HAS RUN — WHETHER AN AMENDMENT FROM COMMON LAW ACTION TO STATUTORY ACTION ON THE SAME FACTS IS PERMISSIBLE. — While performing his duties, an employee was injured by a crank shaft. A statute required shafting in factories to be guarded and took away certain defenses. But the employee sued his employer for common law negligence and did not plead sufficient facts to take advantage of the statute. At the trial he sought leave to amend his statement of claim, so as to sue on the statute. In the meantime the statute of limitations had run on the case. The trial court refused leave to amend. *Held*, that this was not error. *Card* v. *Stowers Pork Packing & Provision Co.*, 98 Atl. 728 (Pa.).

While it is true that the modern tendency is to allow great freedom in the amendment of pleadings, yet courts still refuse to allow amendments introducing new causes of actions. *Church* v. *Boylston & Woodbury Café Co.*, 218 Mass. 231, 105 N. E. 883. Especially is this so when the statute of limitations has run. *Union Pacific R. Co.* v. *Wyler*, 158 U. S. 285. *Contra*, *Rowell* v. *Moeller*, 91 Hun 421, 36 N. Y. Supp. 223. *Cf. Philadelphia, etc. R. Co.* v. *Gatta*, 4 Boyce (Del.) 38, 85 Atl. 721. But some jurisdictions allow them, subject to attack by demurrer or plea. *Williams* v. *Lowe*, 49 Ind. App. 606, 97 N. E. 809; *Atchison, etc. R. Co.* v. *Schroeder*, 56 Kan. 731, 44 Pac. 1093. The question apparently presented therefore seems to be, What constitutes a new cause of action? There is much authority which accords with the principal case, in considering an action pleaded upon statutory negligence as a different cause from one pleaded on the same facts at common law. *City of Kansas City* v. *Hart*, 60 Kan. 684, 57 Pac. 938; *Despeaux* v. *Pennsylvania, etc. R. Co.*, 133 Fed. 1009. Technically such view is correct. But if strictly adhered to it would prevent all amendments after the statute had run. For a defective cause of action is no cause of action, and an amendment correcting the defect must therefore be stating a new cause of action. It would seem as if the purpose of the statute were complied with and equity done, if the test were simply, Do the facts as originally stated sufficiently identify the transaction sued for to give the defendant warning? *Cf. Miller* v. *Erie R. Co.*, 109 App. Div. 612, 96 N. Y. Supp. 244. So a number of cases approximating the principal case have allowed the amendment. *Vickery* v. *New London North R. Co.*, 87 Conn. 634, 89 Atl. 277, 279; *Miller* v. *Erie R. Co.*, *supra*; *Oulitic Stone Co. of Indiana* v. *Ridge*, 174 Ind. 558, 91 N. E. 944. This liberal tendency is further indicated in a holding that amendments from the law of one jurisdiction to that of another are to be allowed after the statutory period. *Missouri, etc. Ry. Co.* v. *Wulf*, 226 U. S. 570.

RULE AGAINST PERPETUITIES — LIMITATIONS OF THE RULE AGAINST A "POSSIBILITY ON A POSSIBILITY." — A testator devised lands in trust for his son Thomas, a bachelor, for life; with a remainder for life to any woman whom Thomas might marry; remainder in fee to the children of Thomas at twenty-one, or in default of such children, to the other children of the testator.